IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BRIAN ELWELL,	:	**CIVIL ACTION**
Plaintiff,	:	
v.	:	**No. 18-cv-0489**
SAP AMERICA, INC.,	:	
Defendant.	:	

ORDER

AND NOW, this 8th day of March, 2019, upon consideration of Defendant SAP America, Inc.'s Motion to Dismiss (ECF No. 25), and the responses thereto (ECF No. 28, 31), and for the reasons stated in my accompanying Memorandum Opinion, it is hereby ORDERED that:

- Defendant's Motion is **GRANTED** as to the breach of contract and PWCPL claim (Count I);

- Defendant's Motion is **GRANTED** as to the promissory estoppel claim (Count II);

- Defendant's Motion is **DENIED** as to the unjust enrichment claim (Count III);

- Defendant's Motion is **DENIED** as to the California Labor Code § 226 claim (Count VI);

- Defendant's Motion is **DENIED** as to the California Labor Code § 2802 claim (Count XI);

- Defendant's Motion is **DENIED** as to the California Unfair Competition Law claim (Count XII); and

- Pursuant to Plaintiff's agreement to voluntarily withdraw the violation of California Labor Code § 225.5 (Count IV), California Labor Code § 204, 210 (Count V), and California Labor Code § 1174 (Count VII), these claims are **DISMISSED**.

IT IS FURTHER ORDERED that Plaintiff is granted leave to amend, and shall file his Amended Complaint **on or before April 8, 2019** to cure the deficiencies outlined in the Accompanying Memorandum Opinion.[1]

BY THE COURT:

/s/ Mitchell S. Goldberg

MITCHELL S. GOLDBERG, J.

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[1] In dismissing a complaint for failure to state a claim, a district court should allow the plaintiff to amend his complaint within a set period of time, unless an amendment would be inequitable or futile. Grayson v. Mayview State Hosp., 293 F.3d 103, 108 (3d Cir. 2002). As Plaintiff could conceivably allege additional supporting facts, leave is granted as to the breach of contract and PWCPL claim (Count I). Because the amendment of any additional claims would be futile, leave to amend them is not appropriate.